

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-02-10708		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 8 August 2002	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>01:00 PM</u> local time <u>9/10/02</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME MATTHEW A. RAIBLE		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 564-0369		EXT.		C. E-MAIL ADDRESS raible.matthew@epa.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	____ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE	17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 REQUIRED SUPPLIES/SERVICES**

The purpose of this contract is to provide a framework for laboratories to apply USEPA contract Laboratory Program (CLP) analytical methods for the multi level detection and quantitative measurement of volatiles, semi-volatile, and pesticide/aroclor compounds in multimedia samples. The Contractor shall maintain the technical capability to perform the required analytical services and maintain an acceptable level of personnel, equipment, and systems, as delineated in the Statement of Work OLM04.2, and the amendments made to the Statement of Work under OLM04.2A (Exhibits A-H) throughout the period of contract performance (the entire SOW and amendments are located at <http://www.epa.gov/superfund/programs/clp/olm42.htm>). The Contractor shall utilize approved analytical methods, follow strict quality control procedures, and submit analytical data in a standardized format, as defined in the Statement of Work. These services use Gas Chromatography/Mass Spectrometry (GC/MS) and Gas Chromatography/Electron Capture Detector (GC/ECD) methods to analyze the target compounds.

Samples analyzed under this contract will be collected primarily from hazardous waste sites nationwide, for the purpose of enforcement and remedial action. In enforcement cases, which are both civil and criminal in nature, the Government bears the burden of proof. Analytical data provided under this contract may be utilized to support such litigation; therefore, it is imperative that the Contractor adhere strictly to all methods and procedures specified herein, so that resultant analytical data may be used for its intended purpose.

Note: The Contractor may be required to appear and testify to the accuracy and/or validity of the data generated. The program office may provide assistance to laboratory personnel in recalling and defending their actions under cross examination, if required to present court testimony in enforcement case litigation. If these services are required by the Government, the services will be procured under a separate contract vehicle.

B.2 SERVICES AND PRICE SCHEDULE

The contractor shall provide the following services:

ALL PRICES SHALL BE LISTED IN WHOLE DOLLAR AMOUNTS.

BASE PERIOD - DATE OF CONTRACT AWARD THROUGH 12 MONTHS (i.e. Months 1 - 12)

CLIN

UNIT
PRICE

0001 Maximum Quantity of Organic Samples Required per Calender Month= **500**
(Base Period)

0001A Multimedia Organic Analysis IAW the SOW
21 Day Delivery _____

0001B Multimedia Organic Analysis IAW the SOW
14 day delivery _____

0001C Multimedia Organic Analysis IAW the SOW
7 day delivery _____

CLIN

UNIT
PRICE

0002 Maximum Quantity of Organic Samples Required per Calender Month= **250**
(Base Period)

0002A Multimedia Organic Analysis IAW the SOW
21 Day Delivery _____

0002B Multimedia Organic Analysis IAW the SOW
14 day delivery _____

0002C Multimedia Organic Analysis IAW the SOW
7 day delivery _____

NOTE: While bidders may bid on both 500 and 250 bid lots, the Government will not award both CLINs to a single bidder (i.e., a bidder may receive a subsequent award for either 500 or 250 samples per calendar month, but not 750 samples total). Only that Bid Lot which is most advantageous to the Government will be considered.

0003 **48 Hour Delivery Preliminary Analysis** - **MANDATORY if bidding on CLINS 0001 and/ or 0002**

In addition to the analysis required by CLINs 0001 and 0002, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section I of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0001A, 0001B, 0001C, 0002A, 0002B, or 0002C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround. The Contractor's 21 day unit price for a full sample analysis is \$400, and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis.

0004 **72 Hour Delivery Preliminary Analysis - MANDATORY if bidding on CLINS 0001 and/ or 0002**

In addition to the analysis required by CLINs 0001 and 0002, the Government may require quick turn-around Preliminary Analysis of *semivolatile and pesticide* organic samples as described in Section I of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0001A, 0001B, 0001C, 0002A, 0002B, or 0002C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround for the semivolatiles and pesticides, and a 48 hour Preliminary Results analysis for volatiles. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all three fractions would be due within 21 days of sample receipt.

OPTION PERIOD 1- 6 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF BASE PERIOD (i.e. months 13 - 18)

In accordance with the Clause entitled "OPTION TO EXTEND TERM OF THE CONTRACT-FIXED-PRICE," the contractor shall provide the following services at the stated prices for the ordering specified:

<u>CLIN</u>	<u>UNIT PRICE</u>
0005 Maximum Quantity of Organic Samples Required per Calender Month= 500 (Option Period 1)	
0005A Multimedia Organic Analysis IAW the SOW 21 Day Delivery	_____
0005B Multimedia Organic Analysis IAW the SOW 14 day delivery	_____
0005C Multimedia Organic Analysis IAW the SOW 7 day delivery	_____

<u>CLIN</u>	<u>UNIT PRICE</u>
0006 Maximum Quantity of Organic Samples Required per Calender Month= 250 (Option Period 1)	
0006A Multimedia Organic Analysis IAW the SOW	

21 Day Delivery	_____
0006B Multimedia Organic Analysis IAW the SOW 14 day delivery	_____
0006C Multimedia Organic Analysis IAW the SOW 7 day delivery	_____

NOTE: While bidders may bid on both 500 and 250 bid lots, the Government will not award both CLINs to a single bidder (i.e., a bidder may receive a subsequent award for either 500 or 250 samples per calendar month, but not 750 samples total). Only that Bid Lot which is most advantageous to the Government will be considered.

0007 48 Hour Delivery Preliminary Analysis - MANDATORY if bidding on CLINS 0005 and/ or 0006

In addition to the analysis required by CLINs 0005 and 0006, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section I of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0005A, 0005B, 0005C, 0006A, 0006B, or 0006C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround for the semivolatiles and pesticides, and a 48 hour Preliminary Results analysis for volatiles. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all three fractions would be due within 21 days of sample receipt.

0008 72 Hour Delivery Preliminary Analysis - MANDATORY if bidding on CLINS 0005 and/ or 0006

In addition to the analysis required by CLINs 0005 and 0006, the Government may require quick turn-around Preliminary Analysis of *semivolatile and pesticide* organic samples as described in Section I of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0005A, 0005B, 0005C, 0006A, 0006B, or 0006C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround for the semivolatiles and pesticides, and a 48 hour Preliminary Results analysis for volatiles. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample

analysis. The complete hard copy and electronic data deliverables for all three fractions would be due within 21 days of sample receipt.

OPTION PERIOD 2- 6 MONTH PERIOD OF PERFORMANCE FOLLOWING COMPLETION OF OPTION PERIOD 1 (i.e. months 19 - 24)

In accordance with the Clause entitled "OPTION TO EXTEND TERM OF THE CONTRACT-FIXED-PRICE," the contractor shall provide the following services at the stated prices for the ordering specified:

<u>CLIN</u>	<u>UNIT PRICE</u>
0009 Maximum Quantity of Organic Samples Required per Calendar Month= 500 (Option Period 1)	
0009A Multimedia Organic Analysis IAW the SOW 21 Day Delivery	_____
0009B Multimedia Organic Analysis IAW the SOW 14 day delivery	_____
0009C Multimedia Organic Analysis IAW the SOW 7 day delivery	_____

<u>CLIN</u>	<u>UNIT PRICE</u>
0010 Maximum Quantity of Organic Samples Required per Calendar Month= 250 (Option Period 1)	
0010A Multimedia Organic Analysis IAW the SOW 21 Day Delivery	_____
0010B Multimedia Organic Analysis IAW the SOW 14 day delivery	_____
0010C Multimedia Organic Analysis IAW the SOW 7 day delivery	_____

NOTE: While bidders may bid on both 500 and 250 bid lots, the Government will not award both CLINs to a single bidder (i.e., a bidder may receive a subsequent award for either 500 or 250 samples per calendar month, but not 750 samples total). Only that Bid Lot which is most advantageous to the Government will be considered.

0011 **48 Hour Delivery Preliminary Analysis - MANDATORY if bidding on CLINS 0009 and/ or 0010**

In addition to the analysis required by CLINs 0009 and 0010, the Government may require quick turn-around Preliminary Analysis of *volatile* organic samples as described in Section I of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0009A, 0009B, 0009C, 0010A, 0010B, or 0010C. When ordered by the Government, the unit price of the 48 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround for the semivolatiles and pesticides, and a 48 hour Preliminary Results analysis for volatiles. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all three fractions would be due within 21 days of sample receipt.

0012 72 Hour Delivery Preliminary Analysis - MANDATORY if bidding on CLINs 0009 and/ or 0010

In addition to the analysis required by CLINs 0009 and 0010, the Government may require quick turn-around Preliminary Analysis of *semivolatile and pesticide* organic samples as described in Section I of Exhibit B of the SOW. The Government will only require Preliminary Analysis if also requiring a standard delivery of CLINs 0009A, 0009B, 0009C, 0010A, 0010B, or 0010C. When ordered by the Government, the unit price of the 72 hour Preliminary Analysis will be added to the stipulated price of the standard delivery CLINs.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround for the semivolatiles and pesticides, and a 48 hour Preliminary Results analysis for volatiles. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all three fractions would be due within 21 days of sample receipt.

B.3 SAMPLE SCHEDULING BEYOND MONTHLY QUANTITIES

The maximum number of full organic sample analyses that the Government may require the Contractor to perform during any calendar month is _____ (either 250 or 500 samples, to Be Determined at Contract Award). However, if requested by the Government to accept samples above this level, the Contractor may elect to do so. If the Contractor agrees to accept samples above this level, then it must indicate its acceptance of the samples in writing or via e-mail prior to performance. All contract requirements shall be met for every sample the Contractor analyzes.

B.4 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

The following minimum and maximum amounts will apply to the subject contract:

Period of Performance	Minimum Amount	Maximum Amount
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Base Period

If Contract is awarded for 500 samples	\$75,000	(TBD at contract award)
If Contract is awarded for 250 samples	\$50,000	(TBD at contract award)

Option Period 1

If Contract is awarded for 500 samples	\$37,500	(TBD at contract award)
If Contract is awarded for 250 samples	\$25,000	(TBD at contract award)

Option Period 2

If Contract is awarded for 500 samples	\$37,500	(TBD at contract award)
If Contract is awarded for 250 samples	\$25,000	(TBD at contract award)

The maximum amount of combined orders to be placed under all contracts resulting from Solicitation No. PR-HQ-02-10708 is estimated to be \$18 million. The maximum amount of each contract will be determined by subtracting the sum of the Base Period contract minimums, excluding this contract, from the estimated program maximum of \$18 million. To illustrate:

If eight contracts are awarded, the maximum of each contract will be:

$$\text{Maximum} = \$18 \text{ Million} - (\$75,000 \times 7) = \$17.475 \text{ million}$$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work (SOW)/Specifications included in all Section J SOW exhibits.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A

- Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 INTERNET ADDRESS FOR THE CONTRACT LABORATORY PROGRAM

Information related to the Contract Laboratory Program may be found at the following Internet address:

<http://www.epa.gov/superfund/programs/clp/index.htm>

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended

recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

D.1 REQUIREMENTS FOR PACKING AND MARKING

For packaging and marking requirements, please refer to the applicable Statement of Work Exhibits as provided in Section J.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Contract Laboratory Program (CLP) project officers and program managers are the authorized representative of the Contracting Officer.

(c) For the purpose of inspection and acceptance of sample analyses called for by the contract, the CLP project officer directs and is assisted by the Sample Management Office contractor for Contract Compliance Screening (CCS)*, and is assisted by Headquarters or Regional data users for final determination of data compliance.

*For details on CCS, see the Section E clause CONTRACT COMPLIANCE SCREENING, and the relevant Section J SOW exhibit.

E.3 GOVERNMENT AUDIT OF CONTRACTOR FACILITIES

During the contract period of performance the Government may audit the Contractor's operations in order to determine whether the Contractor is maintaining its ability to meet the terms and conditions of this contract. These audits may or may not be scheduled in advance, so that the Government auditors may have the opportunity to observe how work in process is normally performed. These audits will not unduly interfere with the Contractor's performance.

E.4 CONTRACT COMPLIANCE SCREENING

1. Contract Compliance Screening (CCS) is a specific feature of the inspection process, and is performed on a combination of diskette and hardcopy

deliverables as outlined below:

CCS inspects the following items:

Analytic Fraction	Code/CCS Criteria	Form/ Deliverable Checked by CCS
VOLATILE	VA Holding Time	1A, 1B, 1F, TR, diskette
	VB Instrument Performance Check	5A, raw data, diskette
	VC Blanks	4A, raw data, diskette
	VD Initial Calibration	6A, 6B, raw data, diskette
	VE Continuing Calibration	7A, 7B, raw data, diskette
	VF Internal Standards	8A, raw data, diskette
	VG System Monitoring Compound Recoveries	2A, 2B, raw data, diskette
	VH Matrix Spike/Matrix Spike Duplicate	1A, 1B, 1F, 3A, TR, raw data, diskette
	VI Reporting	SDG Narrative, TR, Forms, raw data, diskette
SEMIVOLATILE	BA Holding Times	1C, 1D, 1G, TR, diskette
	BB Instrument Performance Check	5B, raw data, diskette
	BC Blanks	1C, 1D, 1G, 4B, diskette
	BD Initial Calibration	6C, 6D, raw data, diskette
	BE Continuing Calibration	7C, 7D, raw data, diskette
	BF Internal Standards	8B, 8C, diskette

	BG DMC Recoveries	2C, 2D, raw data, diskette
	BH Matrix Spike/Matrix Spike Duplicate	1C, 1D, 1G, 3C, 3D TR, raw data, diskette
	BI Reporting	SDG Narrative, TR, Forms, raw data, diskette
PEST/AROCLOR	PA Holding Time	1E, TR, diskette
	PB Blanks	1E, 4C, diskette
	PC Initial Calibration	6E, 6F, 6G, 6H, 6I, 6J, 6K, diskette
	PD Calibration Verification	6I, 6J, 6K, 7E, 7F, diskette
	PE Surrogate Recoveries	2F, diskette
	PF Matrix Spike/Matrix Spike Duplicate/LCS	3E, 3F, TR, diskette
	PG Retention Time Windows	6E, 6G, 7E, 7F, 8D, diskette
	PH Analytical Sequence	8D, diskette
	PI Degradation	7E, diskette
	PL Surrogate Retention Time Check	8D, diskette
	PM Extract Cleanup Procedures	9A, 9A diskette
	PN Pesticide/Aroclor Identification	1E, 10A, 10B, diskette
	PO Reporting	SDG Narrative, TR, Forms, raw data, diskette

Diskette Deliverable - Inspection of the diskette deliverable will consist of two parts: an initial assessment to determine whether the diskette can successfully be processed and a full assessment to determine compliance (and completeness).

Initial Assessment - A subset of SOW-specified variables must be complete and be correct before a diskette will be accepted for full assessment processing to determine completeness and compliance. The key processing variables include:

- a. Laboratory code, Case number, contract number, and SDG number. Each of

these variables must be correctly formatted and must be identical on all records for which they are required.

- b. All EPA Sample Numbers must be present where required and formatted in accordance with the specifications in the SOW. EPA sample numbers for field samples are 5 digits in length.
- c. All CAS numbers must be present where required, and be correct.
- d. All record types must follow the format and occur in the correct order. All records must contain the correct number of delimiters and they must be the correct delimiter character.
- e. The following variables must be present where required and correct: record type, QC code, instrument ID, GC column ID, injection date, injection time, analysis date, analysis time, initial calibration date, initial calibration time, continuing calibration date, and continuing calibration time.
- f. Data for all relevant forms for each sample analysis must be contained in the electronic data submission and data for all required sample analyses must be reported.

The Contractor shall resubmit a diskette, at no extra cost to the Government, if any of the subset of variables are incomplete or incorrect. The resubmitted diskette must contain all of the initially correct information previously submitted for all samples including but not limited to, matrix spike, matrix spike duplicate, and blanks, standards, and all fractions in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

The calculations performed by the laboratory in generating sample data must be reproducible by a third party based on the data provided in the package.

Full Assessment - All records and variables specified for the diskette deliverables (Exhibit H) will be examined for presence and adherence to exact SOW Exhibit B and Exhibit H reporting requirements (completeness) and, where applicable, for adherence to SOW-specified quality control limits (technical compliance). The Contractor shall resubmit a diskette at no extra cost to the Government, if any variable reported on the diskette is incomplete or non-compliant with SOW specifications. The resubmitted diskette must contain all of the initially correct information previously submitted for all samples including the matrix spike, matrix spike duplicate, and blanks, and all fractions in the SDG in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

Hardcopy Deliverable - Inspection of the hardcopy data deliverable will consist of five parts.

- (i) SDG Narrative is assessed for presence of certification statement signed by the Laboratory Manager and date signed.

- (ii) Mass Spectra and Chromatograms (including Reconstructed Ion Chromatograms) - the presence of all applicable mass spectra and chromatograms is examined for every sample, including MS/MSD, blank, calibration standards, instrument performance check standards, etc., as required in Exhibit B of the SOW. The presence of all header information and compound labeling is checked. (Laboratory code, Instrument ID, Injection date, Injection time, EPA Sample ID).
- (iii) Quantitation Reports - the presence of all applicable quantitation reports (GC/MS and GC/EC) is examined, for every sample, including MS/MSD, blank, calibration standards, instrument performance check standards, etc., as required in SOW Exhibit B. The presence of all header information and compound labeling is checked. (Laboratory code, Instrument ID, Injection date, Injection time, EPA Sample ID).
- (iv) Forms - hardcopy is checked for the presence of forms. All header information and compound labeling is checked. The data is checked against contract requirements in the SOW to determine compliance.
- (v) Traffic Reports (TR) - hardcopy is checked for presence of Traffic Reports and contract requirements in the SOW to determine compliance.

2. Delivery to the Government shall be in accordance with the delivery schedule specified in the Section F clause "REPORTING REQUIREMENTS."

3. Delivery Items Nos. B, C, and D identified in the SOW will be subject to CCS inspection by the Government to determine if the data is compliant with contract requirements or if incentives/disincentives will be assessed in accordance with the clause of this contract entitled DETERMINATION & ASSESSMENT OF INCENTIVES/DISINCENTIVES. For purposes of CCS inspection, the inspection period is deemed to run from the day after the Government's receipt of the items until the Contractor receives notification of noncompliance. Incentives/disincentives are suspended during the inspection period. Specific examples of the application of incentives/disincentives are shown in the clause entitled DETERMINATION & ASSESSMENT OF INCENTIVES/DISINCENTIVES.

4. If items delivered to the Government are determined by the Government to be non-compliant and are susceptible of correction or reperformance, the Contractor shall resubmit the items within a specified number of days from receipt of notification of non-compliance. The Government reserves the right to reject any resubmitted deliverable that is not received by the Government within the specified correction period, or is still noncompliant when re-delivered.

5. Final acceptance will occur within 60 calendar days after initial delivery of fully compliant data.

E.5 GOVERNMENT'S QUALITY ASSURANCE PROGRAM

A. In accordance with the Section E Clause INSPECTION AND ACCEPTANCE, each phase of the services rendered under this contract is subject to possible Government inspection, both during the Contractor's operations and after completion of the work. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which it is responsible. The Contractor shall correct such deficiencies promptly. When requested, the Contractor shall provide a written report to the Contracting Officer identifying corrective/preventive actions taken. **The Government's Quality Assurance (QA) Surveillance Program is not a substitute for Quality Control by the Contractor.**

B. The Contractor shall demonstrate acceptable analytical performance for both identification and quantitation of Performance Evaluation (PE) sample analytes/parameters. The Government reserves the right to adjust the PE sample acceptance windows in order to compensate for any unanticipated difficulties with a particular PE sample. The Contractor shall also participate in On-site audits, Special Investigations, Data Tape Audits, and other QA evaluations identified in the relevant Section J SOW exhibit.

C. The Project Officer may inspect the Contractor's performance and document any noncompliance, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

D. The Government will reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in the Section F clause DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 WORKING FILES (EPAAR 1552.211-75) (APR 1984)**

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.2 SAMPLE MANAGEMENT OFFICE SCHEDULING

The Sample Management Office (SMO) contractor will assist the Government in scheduling samples for analysis up to the quantity of samples specified (cumulatively) in the delivery orders issued by the Contracting Officer pursuant to the Ordering clause (FAR 52.216-72) of this contract. The SMO contractor does not have authority to schedule any sample(s) for analysis under this contract, nor is the contractor authorized or required to accept samples for analysis which would exceed the current quantity of samples cumulatively specified in delivery orders issued by the Contracting Officer. All samples scheduled for analysis by the SMO contractor are subject to the terms and conditions of this contract, and the SMO contractor has no authority to make any change to the price, time of delivery, or any other terms and conditions of this contract.

NOTE: The SMO contractor provides support under a separate EPA contract. The SMO contractor may only act in accordance with the role as identified in this clause or stipulated elsewhere in this contract. The SMO contractor is not an agent of EPA. As such, the SMO contractor has no authority, and may not, under any circumstances, change, waive, or interpret any terms or conditions of this contract including, but not limited to, price, delivery, or SOW requirements. All questions or concerns of this nature must be directed to the applicable Contract Laboratory Program (CLP) Project Officer, CLP Program Manager, Contract Specialist, or Contracting Officer as appropriate for action or resolution.

F.3 REPORTING REQUIREMENTS

Performance and delivery are required to be made in accordance with the Statement of Work and its Exhibit B "Reporting and Deliverables Requirements" and Exhibit H "Data Dictionary and Format for Data Deliverables in Computer Readable Format."

F.4 TECHNICAL AND MANAGEMENT CAPABILITY

The Contractor shall have sufficient personnel at all times during the performance of the contract to ensure that USEPA receives data that meet

the terms and conditions of the contract.

The Contractor shall have sufficient analytical equipment/apparatus on-site for the analysis of organic samples, as described in Exhibit D, to meet all the terms and conditions of the contract.

F.5 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

a. The Contractor will be held to the full performance of the contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming services as specified below. The Government may apply an inspection technique which covers all or part of the work to either assess the contractor's performance or determine the amount of payment due or both. Failure to maintain adequate quality control can result in termination for default.

b. The Government will give the Contractor written notice of deficiencies in writing prior to assessing sanctions or deducting for non-performed or unsatisfactory work.

(1) In the case of non-performed work, the Government:

(a) Will deduct from the Contractor's invoice all amounts associated with such non-performed work at the prices set out in the clause SERVICES AND PRICE SCHEDULE or provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to (b) below, and satisfactorily completes the work;

(b) May, at its option afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contracting Officer, but in no event longer than within 48 hours of the notice to the Contractor of such nonperformance, at no additional cost to the Government; or

(c) May, at its option, perform the services by Government personnel or other means and bill the Contractor for those costs.

(2) In the case of unsatisfactory (or rejected) work, the Government:

(a) Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the prices set out in Clause B.2 Services and Price Schedule, or provided by other provisions of the contract; unless the Contractor is afforded an opportunity to reperform pursuant to (b) below and satisfactorily completes the work;

(b) The Contractor may be held liable for additional costs incurred by the Government resulting from nonperformance or unsatisfactory performance. As an alternative to data rejection, the Government may require re-analysis of noncompliant samples. Re-analysis shall be performed by the Contractor at no additional cost to the Government.

(3) However, the Government's exercise of rights under this

clause for either (1) a single occurrence of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, shall not preclude the Government from terminating the contract in accordance with the Default clause (52.249-8) in this contract.

F.6 SANCTIONS

(a) If the Contractor fails to deliver acceptable supplies or services within the times specified in this contract, or any extension, the Contractor shall pay to the Government a fixed sum determined in accordance with the clause "Determination & Assessment of Incentives/Sanctions," for each calendar day of delay.

(b) Due to current computer programming limitations, any percentage penalties incurred by the Contractor while processing modified analyses samples will be assessed against the original contract price (i.e. if the Contractor's contract price is \$100, and it's modified analysis price is \$120, any penalties incurred will be calculated using the original contract price of \$100).

(c) If the Government terminates this contract in whole or in part under the Section I Default clause, the Contractor shall be liable for a fixed sum determined in accordance with the clause "Determination & Assessment of Incentives/Sanctions," accruing until the time the Government reasonably obtains delivery or performance of similar supplies or services. These sanctions are in addition to excess costs of repurchase under the Default clause.

(d) The Contractor will not be charged with sanctions when the delay in delivery or performance arises out of causes beyond its control and without the fault or negligence of the Contractor as defined in the Default clause in this contract.

F.7 DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS

1A. SANCTIONS. Sanctions will be assessed for late and noncompliant contract deliverables. For purposes of determining incentives/sanctions, the term "day" refers to the specified number of days after verified time of sample receipt of the last sample of a sample delivery group. Incentives/sanctions are suspended during the Government inspection period. (See Clause entitled Inspection and Acceptance.) Incentives/sanctions will be assessed in accordance with the following:

(1) Items Submitted Late (Sample Data Package and Computer Readable Data, i.e., Diskette): For preliminary results (PR), volatile samples only, a 50% reduction is imposed on the PR surcharge (the PR unit price from B.2) when the results are one to 24 hours late and a 100% reduction is imposed on the surcharge when results are more than 24 hours late. For semivolatile and pesticide samples, a 25% reduction is imposed on the PR surcharge when results are from one to 24 hours late, a 50% reduction is imposed on the surcharge when results are from 25 to 48 hours late, and a 100% reduction on the surcharge when results are greater than 48 hours

late. In cases where a 100% reduction is imposed on the surcharge, the contractor is not relieved from the obligation to deliver the PR. Failure to deliver the PR within the revised schedule, as directed by the Contracting Officer, may be grounds for Termination for Default.

For samples scheduled for 7 or 14 day delivery, incentives/disincentives will be assessed for late data at a rate that is prorated between the price for the required delivery date and the price for subsequent later delivery dates. If the required delivery date is 7 days and either the Sample Data Package or the Computer Diskette are received on the 8th through the 14th day, the price per sample will be reduced for each day late in portions equal to 1/7 of the difference between the 7 day and 14 day prices. If the 7 day turnaround data is received on the 15th through the 21st day, the price per sample will be further reduced for each day late in portions equal to 1/7 of the difference between the 14 day and 21 day prices. If the 7 day turnaround data is received after the 21st day, the price per sample will be further reduced at a rate of 2% per sample per day late up to a maximum reduction of 20% of the 21 day price.

If the required delivery date is 14 days and either the Sample Data Package or the Computer Diskette are received on the 15th through the 21st day, the price per sample will be reduced for each day late in portions equal to 1/7 of the difference between the 14 day and 21 day prices. If the 21 day turnaround data is received after the 21st day, the price per sample will be further reduced at a rate of 2% per sample per day late up to a maximum reduction of 20% of the 21 day price.

If the required delivery date is 21 days and either the Sample Data Package or the Computer Diskette are received after the 21st day, the price per sample will be reduced at a rate of 2% per sample per day late up to a maximum reduction of 20% of the 21 day price.

For example, if the price for 7 day delivery is \$150 per sample; for 14 day \$100; and, for 21 day delivery \$50; late delivery would be handled as follows:

10 samples are sent for 7 day delivery, if delivery is made on day 10, the price per sample would be reduced from \$150 to \$129 ($\$150 - \$100 = \$50 / 7 \text{ days} = \$7 \text{ per day reduction}$). If delivery was made on day 16 the price per sample would be reduced from \$100 to \$86 (On day 14 the price would be \$100, after the 14th day the price would drop as follows: $\$100 - \$50 = \$50 / 7 \text{ days} = \$7 \text{ (per day therefore, } \$100 - (2 \text{ days} \times \$7 \text{ per day}) = \$86.$)

Please note that late data will also affect the laboratory's performance algorithm score as described in Section G and may adversely affect the number of samples a laboratory may receive during a scheduling period.

(2) Diskette deliverable fails Initial Assessment

When a diskette fails the initial assessment criteria, the Contractor is required to correct the diskette deliverable within three days of notification of failure (excluding Saturday, Sunday, and Federal holidays) from the Government. If the Computer Diskette deliverable fails Initial Assessment, the laboratory has up to 3 business days to correct the

diskette without a payment reduction. If after 3 days, the diskette is not submitted or fails initial assessment upon resubmission, a 15% reduction will be applied to the total SDG price. If a contractually compliant diskette is not submitted within 3 business days, the Hard Copy Data package will be subjected to manual CCS review.

Note: For the purpose of counting days for the 3-day period, the day after notification is considered to be day one (1).

If a full manual (hard copy data package) or semi-automated data review (hard copy and diskette) is performed and the deliverable is not 100% contractually compliant, a 10% reduction will be applied to the fraction price for the SDG that is assessed a defect (this is in addition to the 15% reduction that may be assessed for failure of Initial Assessment).

If after reconciliation of the hard copy or diskette deliverable, all defects are contractually corrected and no new errors are introduced on any sample in the SDG, an incentive of 5% of the fraction price will be deducted from the 10% reduction applied to that fraction (i.e. the 10% reduction will be reduced to a 5% reduction on the fraction price).

B. INCENTIVES. Incentives will be applied for Consistent Performance and Exceptional Performance. However, incentives will not be applied if performance issues arise during the one month incentive period. In addition, laboratories be advised that remedial QB scores will not be recalculated back into the PSA score.

(1) Consistent Performance

Consistent Performance is calculated over a rolling three month period beginning with contract award, continuing through the end of the contract. The following criteria must be met in order for performance to be considered "consistent":

- (a) The contractor must have analyzed regional samples every month during the past three consecutive months,
- (b) Turnaround Time for analytical SDGs, preliminary results, and QB results must be 100% on time or early,
- (c) CCS Initial SDG compliance and completeness average must be $\geq 90\%$, and
- (d) Initial assessment percentage of diskettes must be 100% compliant.

If Contractor performance is considered "consistent" as described above, for one month following the performance evaluation, a 10% evaluation factor will be applied to the contract line item price when sample scheduling determinations are made as described in the clause entitled "Ordering - Multiple Awards for the Same Services." To illustrate, if the contract unit price is \$100, the contractor will be evaluated at the price of \$90 to determine sample scheduling priorities. This will result in the contractor having a more favorable position to receive samples.

(2) Exceptional Performance

Consistent Performers who also meet the exceptional performance criteria described below will, in addition to the price evaluation factor

advantage, be given first opportunity to accept samples for analysis under Modified Analysis (flexibility clauses) for one month following performance evaluation. Opportunities will be presented to exceptional performing Contractors in the order of cost, lowest to highest. Only after exceptional performing contractors have had the opportunity for these samples will they be made available to other laboratories.

The criteria for exceptional performance are:

- (a) Turnaround Time for analytical SDGs, preliminary results, and QB results must be 100 % on time or early,
- (b) most current QB score be $\geq 95\%$,
- (c) CCS Initial SDG compliance and completeness average must be $\geq 95\%$, and
- (e) Initial assessment percentage of diskettes must be 100% compliant.

Performance will be measured on a rolling three month basis as described in section (B)(1) of this clause.

(3) If adverse performance issues arise during the one month period in which an incentive is awarded, i.e., the contractor is placed on Project officer Hold, application of these incentives will be suspended.

F.8 LOCATION OF PERFORMANCE

All work performed under this contract, including but not limited to sample analyses, shall be performed in its entirety at the location shown below, and with permanent on-site equipment and personnel. This restriction is based upon that location meeting the pre-award qualifications and evaluations. (Note: bidders must fill-in the address of the physical location of the laboratory. **Only one location may be specified to be used in performance.**)

E-mail address: _____

Telephone Number: _____ Facsimile Number: _____

F.9 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of contract award through twelve months, exclusive of all required reports.

Should the Government elect to exercise the optional periods, the following periods of performance will apply:

Option Period 1- 6 month period of performance following completion of Base Period (i.e. months 13 - 18)

Option Period 2- 6 month period of performance following completion of
Option Period 1 (i.e. months 19 - 24)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Any EPA Contracting Officer acting within the restrictions of their individual warrant.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each delivery order by signing the Delivery Order and faxing a copy to the Contracting Officer within 2 days of receipt.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Contracting Officer in writing within 3 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that scheduled sample analysis will bring the total cost to over the ceiling price specified in the delivery order, the Contractor shall notify the Contracting Officer.

G.2 ORDERING-MULTIPLE AWARDS FOR THE SAME SERVICES

In order to determine which samples will be scheduled with the contractor under this multiple award contract, the following factors will be considered:

1. Performance History under this contract.

The Government uses Scheduling, Tracking and Reporting (ST&R) Standard Operating Procedures (SOP) Nos. 1 and 2 to assign and schedule samples based on the contractor's individual PSA score, sample price, and non-PSA factors.

2. Price.

Contractor performance and sample price are considered when determining

sample scheduling, until individual capacity limits are reached.

3. Contract Minimums.

When necessary the Government may elect to award task orders in order to meet contacted-stated minimums.

4. Non-competitive task orders.

The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b)(2) "Exceptions to the Fair Opportunity Process" are present.

5. Ordering Procedure.

Step 1:

- Contractors' performance data is collected for every deliverable under the contract.
- Performance data is evaluated monthly, and based upon a rolling average of the prior three months.
- Based upon the prior three months performance data, contractors are evaluated as either "good", "marginal", or "unacceptable".

Step 2:

Once a performance category is assigned, price becomes a factor, although less important than contractor performance history.

Step 3:

Based on each contractor's composite score (consisting of contractor performance history and price), contractors are ranked.

Step 4:

Samples are scheduled to be shipped to contractors, starting with the highest-ranked to the lowest-ranked.

G.3 SPECIAL INVOICE INSTRUCTIONS

Beginning November 1, 2001, the Agency implemented a new system which streamlined and automated the CLP invoice submission process through Electronic Commerce (EC). This system, herein referred to as the Web-based Invoicing System (WIS), complies with the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, in that it will serve to improve the productivity, efficiency, and effectiveness of the CLP program. This new process also reduces the potential for data entry errors, which ultimately reduces re-submission costs to both the contractors and the Federal Government.

In addition to the requirements set forth in FAR 32.905, an invoice or request for contract financing payment must meet the following contract requirements in order to be considered a properly submitted invoice:

(a) The contractor shall generate and submit all invoices or requests for financing payment using the Agency's prescribed Web-based Invoicing System (WIS) located at the following web site address:
<http://www.epa.gov/superfund/programs/clp/wis.htm>. Until otherwise directed in a modification to the contract, the Contractor shall submit one copy of the original invoice to the Contracting Officer at the address specified in Block 5 on the cover of the contract. No other copies will be sent to any other office.

(b) Using the WIS, the Contractor shall separately invoice for the following items: Initial Sample Analyses, including laboratory control sample, spike, and duplicate analyses.

(c) When preparing invoices, the Contractor shall include the following data in its submission:

(1) For Initial Sample Analyses Invoices:

- (i) Invoice Date
- (ii) Contractor Name
- (iii) Contract Number
- (iv) Task or Delivery Order Number
- (v) Case Number(s)
- (vi) Sample Delivery Group (SDG) Number(s)
- (vii) The following information for each sample being invoiced, sorted, and identified by Case Number, SDG Number, and Sample Number:
 - EPA Sample Number
 - Subunit(s) Analyzed
 - Unit Price(s) (and/or Subunit, as applicable)
- (viii) Extended Total Price of Invoice

(2) For Miscellaneous Invoices:

- (i) Invoice Date
- (ii) Contractor Name
- (iii) Contract Number
- (iv) Task or Delivery Order Number
- (v) Case Number(s)
- (vi) Sample Delivery Group (SDG) Number(s), if applicable
- (vii) Reason for submission of miscellaneous invoice
- (viii) Description of item(s) being invoiced, with full explanation
- (ix) Total Amount of Invoice

d) Payment will be processed for all billable samples constituting a complete SDG in total. Each SDG must be invoiced separately. Payment will not be processed on an individual sample basis.

G.4 GOVERNMENT FURNISHED SAMPLES

Samples for Analysis - a sample consists of a collection of containers containing solid or liquid material, or a mixture. When subdivided according to the protocol (Statement of Work, Exhibit D), a sample can

result in one or more of the following subunits/parameters: Volatiles, Semivolatiles, and Pesticides/Aroclor.

Field Sample Blank(s) shall constitute separate distinct sample(s). When field sample container contents are divided to yield matrix spike and duplicate samples, the resulting set of subunits is considered to be a separate distinct sample.

If the performance of all or any part of the work of this contract is delayed or interrupted due to the Government's failure to provide timely instructions/resolution to the Contractor regarding inconsistencies or errors in samples or their corresponding paperwork (traffic reports), the Contractor may be entitled to an adjustment in the time of delivery for the SDG in question. Such adjustment shall include a day-for-day extension for the delay caused by the Government. However, the Contractor shall provide clear and convincing documentation of the delay. No adjustment will be made for any delay or interruption to the extent that performance would have been delayed by other causes including the fault or negligence of the contractor, or for which adjustment is provided or excluded under any other term or condition of this contract. In addition, no adjustment may be made if the contractor fails to promptly notify the CLP Sample Management Office (SMO) Contractor of problems or discrepancies. Such prompt notification is interpreted to mean within the next business day of sample(s) and/or Traffic Report receipt.

All sample shipments to the Contractor will be scheduled through and by the SMO Contractor.

Unless otherwise instructed by the SMO Contractor, the Contractor shall dispose of unused sample volume and used sample bottles/containers no earlier than sixty (60) calendar days following submission of the complete reconciled SDG file. Sample disposal and disposal of unused sample bottles/containers is the responsibility of the Contractor and shall be accomplished in accordance with all applicable laws and regulations governing disposal of such materials.

The Contractor shall be required to routinely return sample shipping containers (e.g., coolers) to the appropriate sampling office within fourteen (14) calendar days following shipment receipt. The Government may send individual sample containers other than a glass jar or glass vial which the Contractor will be required to routinely return to the appropriate sampling office sixty (60) calendar days following submission of the reconciled complete SDG file. The Contractor will be provided a shipping mechanism by the originating sampler or EPA Regions (e.g., field sampler). The Contractor shall ensure that the account numbers provided are used only for the return of Government-owned shipping containers.

Laboratories shall remove packing and other materials from the coolers before each pick-up and shall ensure that the coolers are clean. The laboratory Contractor can determine from visual inspection whether the cooler is clean. Laboratories shall remove any remaining sample from the non-glass container and shall ensure that the sample container is clean. An authorized laboratory official shall sign and telefax pick-up records to the designated transportation Contractor or sampler within two (2)

calendar days of cooler pick-up for return shipment.

Laboratory Evaluation Sample Standards - The Government shall provide to the Contractor either a standard extract to prepare the laboratory evaluation sample (LES), also referred to as a Performance Evaluation Sample (PES), or prepared LES for exclusive use on this contract.

G.5 RISK OF LOSS OF GOVERNMENT SAMPLES

In accordance with FAR Part 45, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, samples provided for analysis upon their delivery. As a consequence of any loss or destruction of, or damage to, the samples, the Contractor may be liable for any re-sampling, re-analysis, and associated administrative costs related to those samples. However, the contractor is not responsible for samples properly consumed in the analysis. Upon the loss, destruction of, or damage to the Government-provided samples, the Contracting Officer may initiate an equitable adjustment or claim in favor of the Government.

G.6 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving

financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TERRY SMITH
Ariel Rios Building
1200 Pennsylvania Avenue, NW
5204G
Washington, DC 20460
Phone: (703) 603-8849
FAX: (703) 603-9112

Contract Specialist(s) responsible for administering this contract:

MATTHEW RAIBLE
Ariel Rios Building
1200 Pennsylvania Ave., NW
3805R
Washington, DC 20460
Phone: (202) 564-0369
FAX: (202) 565-2557

Administrative Contracting Officer:

THOMAS A. VALENTINO
Ariel Rios Building
1200 Pennsylvania Ave., NW

3805R
Washington, DC 20460
Phone: (202) 564-4522
FAX: (202) 565-2557

G.8 FEDERAL HOLIDAYS

The following days are considered Federal Holidays under the contract:

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (OCT 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each

requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in

writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 MODIFIED ANALYSIS

A) The contractor may be requested by USEPA to perform modified analyses. Contractor acceptance of modified analysis work is voluntary. These modifications will be within the scope of the OLM4.3 SOW and may include, but are not limited to, analysis of additional analytes and or different CRQL requirements, etc. Modified analyses requests will be made by the Regional CLP Project Officer (CLP PO), OERR Analytical Operations/Data Quality Center (AOC) Organic Program Manager, or Contracting Officer (CO), in writing, prior to sample scheduling. All contract and SOW requirements will remain in effect unless the Contracting Officer provides written approval for the modification(s). Contracting Officer approval must be obtained prior to sample analyses.

(B) Participation in the modified analysis bidding process is voluntary; contractors are not obligated to submit a bid. Nevertheless, this clause does not limit the Government's rights under the CHANGES clause.

(C) (i) As discussed in the Section F clause DETERMINATION AND ASSESSMENT OF INCENTIVES/SANCTIONS, exceptional-performing contractors will be given first opportunity to be considered for sample analysis under the MODIFIED ANALYSIS clause. If there are three or more "exceptional" contractors who wish to submit a bid at the time the subject modified analysis samples are being offered, all "exceptional" contractors who wish to submit a bid will be given the opportunity to be considered for the subject work.

(ii) If there are less than three "exceptional" contractors who wish to submit a bid at the time the subject modified analysis samples are being offered, one or more of the highest-ranked "good" contractors (as defined in the Section G clause ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES) will be given the opportunity to be considered for the subject work, so that the total number of contractors solicited will be three

(i.e., if there is only one "exceptional" contractor who wishes to submit a bid, the two most highly-ranked "good" contractors will also be given the opportunity to bid on the subject work). Given this scenario, if there are "exceptional" contractors competing against "good" contractors for modified analyses work, no automatic preference will be given to the "exceptional" contractor(s).

(iii) If no "exceptional" or "good" contractor is awarded the subject modified analysis work, "marginal" contractors (as defined in the Section G clause ORDERING - MULTIPLE AWARDS FOR THE SAME SERVICES) will be given the opportunity to be considered for the subject work.

(iv) Contractors who are on Project Officer hold or Contracting Officer hold, regardless of their ranking, will not be considered for modified analysis work.

(D) In order to determine which solicited contractor will be awarded the subject modified analysis work, the Government will make award to the contractor whose offer provides the best value to the Government, price and past performance considered.

(E) It is anticipated that all modified analysis requirements will be competed. The Government may issue non-competitive orders when circumstances as described in FAR 16.505(b)(2) "Exceptions to the Fair Opportunity Process" are present.

(F) For some modified analysis samples, a full sample analysis may not be required. In the event that full sample analysis is not required for modified analysis work, payment will be made in accordance with the Section B clause SUBUNITS - PRICING FOR LESS THAN FULL ANALYSES.

(G) The competitive process for modified analysis shall be:

1. The Contracting Officer will send a Request for Quote (RFQ) via electronic mail to all designated contractors as determined in (C) above. The RFQ will contain the Statement of Requirements and due date for quotes (generally two (2) working days after RFQ issuance, but subject to change if an emergency situation exists).

2. Each solicited contractor may submit a price quote. Any submitted price quote must be fixed price. A contractor may propose the same price(s) as provided in its contract, or may modify its price(s) upward or downward. Due to current computer programming limitations, if the contractor modifies its price, it must propose a price that is a whole number percentage of its contract price (i.e. if the contractor's contract price is \$135, it may propose, for example, a price of \$121.50 (which is 90% of \$135), or \$132.30 (98%), or \$135 (100%), or \$140.40 (104%), or \$151.20 (112%), since all of these numbers are whole percentages of \$135. In this hypothetical example, prices such as \$140.67 or \$127.98 would not be allowed because they are not whole percentages of \$135). **For ease of programming, contractors are asked to provide the proposed price as both a dollar amount, and as a whole percentage of the contract price (i.e. "My bid price for this modified analysis work is \$140.40, which is 104% of my contract price of \$135.")**

3. Award will be made to the contractor offering the best value to the Government, price and past performance considered, subject to a price reasonableness determination.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 SUBCONTRACTING PROHIBITION

Subcontracting of any tasks required by the Statement of Work is prohibited.

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or

less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality,

cost control, and timeliness of performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting

officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 2 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract

Amount" clause will be modified to reflect new and separate maximum amounts:

Option Period 1

If Contract is awarded for 500 samples	\$37,500	(TBD at contract award)
If Contract is awarded for 250 samples	\$25,000	(TBD at contract award)

Option Period 2

If Contract is awarded for 500 samples	\$37,500	(TBD at contract award)
If Contract is awarded for 250 samples	\$25,000	(TBD at contract award)

(c) The "Period of Performance" clause will be modified as follows:

Option Period 1-6 month Period of Performance following completion of Base Period (i.e. months 13-18)

Option Period 2-6 month Period of Performance following completion of Option Period 1 (i.e. months 18-24)

H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP

52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.10 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.11 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

**H.12 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)
(APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.13 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of

contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.14 NOTICE CONCERNING FALSE REPRESENTATION OF EPA ENDORSEMENT

Neither the award of a CLP contract nor the successful analysis of blind performance evaluation samples (PES) during contract performance constitutes a certification, accreditation, or endorsement of the CLP Contractor's laboratory by the U.S. Environmental Protection Agency. Allegations of unfair or deceptive advertisements which claim Agency endorsement will be referred to the Federal Trade Commission for action pursuant to Section 6(f) of the Federal Trade Commission Act, 15 U.S.C. 46. The Federal Trade Commission has statutory authority to investigate alleged violations of federal law prohibiting unfair methods of competition and to settle such matters through the issuance of consent orders to cease and desist. Federal Trade Commission regulations concerning such matters may be found at 16 CFR, Part 2.

H.15 DATA SECURITY FOR FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-140) (AUG 1993)

The Contractor shall handle Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this

contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.16 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.214-26	OCT 1997	AUDIT AND RECORDS--SEALED BIDDING
52.214-27	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING
52.214-29	JAN 1986	ORDER OF PRECEDENCE--SEALED BIDDING
52.219-7	JUL 1996	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT

52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS
52.245-4	APR 1984	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 QUALIFICATION REQUIREMENTS (FAR 52.209-1) (FEB 1995)

(a) Definition: "Qualification Requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____
(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name _____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____
(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the

Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product, or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

I.4 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one sample the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of (to be determined at contract award, in accordance with the limitations set forth in clause B.2);

(2) Any order for a combination of items in excess of (to be determined at contract award, in accordance with the limitations set forth in clause B.2);

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph

(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days beyond the expiration date of the contract.

I.7 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of expiration of final contract period of performance.

I.8 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small

business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.9 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1999)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small

disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equalled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
29210 Lab Technician	\$32,022+ 33% Fringe

I.11 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (FAR 52.222-49) (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: none. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 14 days of solicitation issuance date.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.12 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to 4%

I.13 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any

Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in

writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.15 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

note: attachments 1 - 14 can be found at:

<http://www.epa.gov/superfund/programs/clp/olm42.htm>

Number	Attachment Title
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1	SOW EXHIBIT A- SUMMARY OF REQUIREMENTS
2	SOW EXHIBIT B-REPORTING AND DELIVERABLES REQUIREMENTS
3	SOW EXHIBIT B-ORGANIC FORMS
4	SOW EXHIBIT B-DC1-2-FORMS
5	SOW EXHIBIT C-VOLATILES TARGET COMPOUND LIST AND CONTRACT REQUIRED QUANTITATION LIMITSS
6	SOW EXHIBIT D-INTRODUCTION TO ANALYTICAL METHODS
7	SOW EXHIBIT D-PART A- ANALYTICAL METHODS FOR MULTIMEDIA ORGANICS IN SEMIVOLATILES
8	SOW EXHIBIT D-PART B-ANALYTICAL METHODS FOR MULTIMEDIA ORGANICS IN PESTICIDES AND AROCLORS
9	SOW EXHIBIT E-CONTRACT LABORATORY PROGRAM QUALITY ASSURANCE MONITORING PLAN
10	SOW EXHIBIT F-CHAIN-OF-CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD OPERATING PROCEDURES
11	SOW EXHIBIT G- GLOSSARY OF TERMS
12	SOW EXHIBIT H-DATA DICTIONARY AND FORMAT FOR DATA DELIVERABLES IN COMPUTER READABLE FORMAT
13	SOW APPENDIX A-FORMAT OF RECORDS FOR SPECIFIC USES
14	SOW APPENDIX B-MODIFIED ANALYSIS
15	PRE-AWARD PERFORMANCE EVALUATION-INSTRUCTIONS
16	ORGANICS PRE-AWARD CONTRACT COMPLIANCE SCORING
17	PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE
18	MULTIMEDIA ORGANIC VERIFICATION AND CERTIFICATION FORM

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985) DEVIATION

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not

participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)*(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)
ALTERNATE I (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541380 Testing Laboratories.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is

not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native

Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 EQUAL LOW BIDS (FAR 52.219-2) (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or

cause the contract to be performed in accordance with the obligations of an LSA concern.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and

debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
☐ Asian or Pacific Islander.
☐ Black or African American.
☐ White.

K.14 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

K.15 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.214-3	DEC 1989	AMENDMENTS TO INVITATIONS FOR BIDS
52.214-4	APR 1984	FALSE STATEMENTS IN BIDS
52.214-5	MAR 1997	SUBMISSION OF BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	NOV 1999	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
52.214-9	APR 1984	FAILURE TO SUBMIT BID
52.214-10	JUL 1990	CONTRACT AWARD--SEALED BIDDING
52.214-12	APR 1984	PREPARATION OF BIDS

L.2 INSTRUCTIONS TO BIDDERS

The following information is provided as an aide in preparing Section B.2

1) The fixed prices shall apply to the contract period of performance specified. ALL PRICES SHALL BE LISTED IN WHOLE DOLLAR AMOUNTS.

2) This contract consists of a 12 month **Base Period**, plus two 6 month **Option Periods**.

For all periods of performance the Contractor may bid on the maximum quantity of 500 samples per month and/or 250 samples per month.

NOTE: While bidders are invited to bid on both 500 and 250 Bid Lots, the Government will not consider awarding both Bid Lots to a single bidder (i.e., a bidder may receive a subsequent award for either 500 or 250 samples per calendar month, but not 750 samples). Only that Bid Lot which is most advantageous to the Government will be considered.

PRELIMINARY RESULTS

The Government may require a quick turn around of Preliminary Results within 48 hours for VOC analysis and 72 hours for semivolatile and pesticide analysis, in addition to the standard 21, 14, or 7 day delivery

turnarounds. SOW Exhibit B, Section 2.9 describes the requirements of the Preliminary Results. The Government will only require Preliminary Results if also specifying a standard delivery (E.G. 21, 14, or 7 day turnaround.) The Contractor shall bid on all Preliminary Results corresponding to the applicable CLINs bid on. The Preliminary Results price will be added to the prices stipulated for the standard delivery times stated in each sub-CLIN.

Example: The Agency requests a Contractor to analyze a single sample for a full analysis (volatiles, semivolatiles, and pesticides) at a 21 day turnaround for the semivolatiles and pesticides, and a 48 hour Preliminary Results analysis for volatiles. The Contractor's 21 day unit price for a full sample analysis is \$400 and the unit price for 48 hour delivery for volatile analysis is \$50. The Agency would pay the Contractor \$450 for the full sample analysis. The complete hard copy and electronic data deliverables for all three fractions would be due within 21 days of sample receipt.

3. The Government intends to award multiple contracts for the same services under this contract. The Government will award contracts until the combined maximum quantity of samples allowed equals 42,000 samples per year.

5. No single bidder will be awarded monthly Sub-CLINs/bid lots of more than 500 samples.

6. In the event there are multiple qualified laboratories that share equipment, facilities, and/or personnel, the Agency will allow the "sharing" laboratories to submit bids in response to the solicitation. However, subsequent contract awards to the sharing laboratories, when combined, will not exceed the maximum number of samples that a single laboratory can provide.

7. Bidders must submit the following information to the Contracting Officer at the time of bid submittal. Missing information will result in a determination of non-responsiveness and the bid will be rejected as such.

Completed Section B.2	Original plus 2 Copies
Completed Section F.8	Original plus 2 Copies
Completed Section K	Original plus 2 Copies
Past Performance Client Summary Sheet*	(See footnote below)
Multimedia Organics Verification and Cert. Form (hardcopy and on disk) (Attachment 18)	Original plus 2 Copies
Laboratory Standard Operating Procedures (hardcopy and on disk)	Original plus 2 Copies
Quality Assurance Plan (L.15) (hardcopy and on disk)	Original plus 2 Copies

*The bidder shall complete the Client letter and the top portion of the Past Performance Questionnaire, and forward to the client. The bidder shall request that the client's Program Manager or other corporate representative complete and return the questionnaire within five (5) days after the bid due date for this solicitation. Completed attached Past Performance

questionnaires should be submitted by the client via fax to Matt Raible at (202) 565-2557, or mailed to:

U.S. EPA
Attn: Matt Raible
1200 Pennsylvania Ave NW
Mail Code 3805R
Washington DC 20460

At the time of bid submittal, bidders shall submit to the Contracting Officer one copy of a list containing the names, phone numbers, and company addresses of the individuals to whom the Past Performance Client Questionnaires (Attachment 17) were sent.

8. Unless otherwise noted in its bid, with the submittal of its bid, the contractor agrees to keep its bid effective for a minimum of 240 calendar days from bid submittal date. The award date is anticipated to be in September 2002. Your bid must remain in effect for this length of time in order to be considered a valid bid.

9. For information purposes only, the award process is described below:

Step 1: Contracting Officer conducts bid opening and records bids received.

Step 2: Results from the Pre-Award Performance Evaluation Samples (PA-PES) and CCS are received.

Step 3: Contracting Officer ranks all bids from the lowest priced to the highest priced bidder, then determines the lowest priced bidders bid lots who have passed the Pre-Award Qualification Requirements (PA-PES and CCS).

Step 4: EPA performs responsibility checks on those bidders who have passed the Pre-Award Qualification Requirements (PA-PES and CCS) and are apparent successful bidders based on price comparison. The Contracting Officer makes a written determination of responsibility or non-responsibility. Responsibility checks include, but are not limited to, past performance, financial, and equipment reviews. An on-site audit may be conducted as necessary to determine the laboratory's ability to meet equipment and facility requirements, as well as to determine the capacity of the laboratory.

Step 5: EPA awards contracts to those bidders who have passed the responsibility check and on-site audit.

Note: Should any one of the lowest priced bidders fail to pass any applicable Pre-Award Performance Evaluation Sample requirement, Contract Compliance Screening, On-Site Audit, or responsibility determination, its bid will be rejected immediately as non-responsible. Should a bidder fail any of the aforementioned four items, the next lowest-priced bidder will become eligible for award. This procedure will be followed until the

Government's total requirement has been met (combined total of 42,000 samples annually).

10. If awarded a contract, the contractor will have 30 calendar days to obtain necessary software to perform the requirements of the resulting contract.

L.3 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Thomas A. Valentino

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W., (3805R, 6th Floor, workstation 61164)
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W. (3805R, 6th Floor, workstation 61164)
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

L.5 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.6 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of September 30, 2002.

L.7 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a prebid conference in Washington DC Metro Area on August 28, 2002 at:

(site availability to be determined, posted via IFB amendment)

Offerors planning to attend the conference should provide written notification to the contract specialist at least 4 calendar days prior to the conference date. A transcript of conference questions and answers will be posted on the website.

Potential bidders are encouraged to submit any questions/ concerns/ issues to the contract specialist prior to the conference, so that responses may be prepared beforehand.

L.8 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist and contracting officer. EPA must receive the questions no later than 10 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.9 EVALUATION QUANTITIES---INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.10 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: up to 25%

(b) 8(a) Program: Not Applicable

L.11 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.12 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.13 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand

delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date
Time

Solicitation Number: _____
 Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ronald Reagan Building, 6th Floor
 1300 Pennsylvania, Ave
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date
Time

Solicitation Number: _____
 Offeror's Name and Address: _____

L.14 SPECIAL INSTRUCTIONS TO BIDDERS-QUALIFICATION REQUIREMENTS

The services required by the acquisition will be procured through the Sealed Bid process using an Invitation for Bids (IFB) and Pre-Award Qualification Requirements consisting of the evaluation of a Pre-Award Performance Evaluation Sample (PA-PES) and CCS. The PES analysis is designed to test a bidder's ability to detect organic target analytes of interest within established detection limits. The PES analysis will be conducted and results scored in accordance with Attachment 15, Pre-Award Performance Evaluation Instructions to this IFB. Bidders must score at least 75% of available points on this analysis in order to be considered for award.

The Contract Compliance Screening Audit is designed to test a bidder's ability to meet the stringent Quality Control/Quality Assurance requirements necessary to support the Agency's mission. The CCS also demonstrates a bidder's ability to deliver data in the specified format. CCS will be performed in accordance with Attachment 16 of this IFB. Bidders must score at least 75% of available points to be considered for award.

Bidders must score at least 75% on BOTH the PES Analysis and the CCS to be considered for award.

Any potential contractor currently performing satisfactorily under contracts administering either the OLM04.2 Statement of Work, or the OLC03.2 Statement of Work, shall not be required to perform a pre-award PES, provided that (a) the contractor's most current Quarterly Blind Sample results are $\geq 75\%$, and (b) the contractor is not currently on administrative hold (CO hold or PO hold).

(A) Notwithstanding the above paragraph, any bidders required to submit a PA-PES must request a PA-PES from the Contracting Officer by August 23, 2002 in order to have sufficient time to perform the analysis and prepare appropriate documentation as detailed in this provision. PA-PES's will be

delivered to requesting bidders on or about August 30, 2002. Analysis of the PES and completion of all **hardcopy** sample analysis documentation must be completed and received by the Agency-designated location within the 14 calendar day turn-around time frame as specified in Attachment 15. Bidders who do not meet the established due date for the PA-PES result and hardcopy deliverables will be found non-responsible regarding their ability to meet the technical and /or delivery requirements of the Statement of Work and will not be considered for award.

(B) The request must contain the following information: 1) EXACT address for shipment of the sample (Samples will be sent via courier (FEDEX) so the address must be appropriate for this form of delivery.) 2) Name and telephone number of the company's point of contact for discussions related to the testing. 3) Requests may be sent electronically to: raible.matthew@epa.gov or faxed to the attention of Matt Raible at the following facsimile number (202)565-2557. Hardcopy requests may be sent to one of the following addresses:

U.S. Mail

U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Attn: Matthew Raible (3805R)

Courier/Hand Delivery (Federal Express, UPS, Airborne, etc.)

Ronald Reagan Building
Office of Acquisition Management
6th Floor/Room 61107
1300 Pennsylvania Avenue
Washington DC 20004
Bid and Proposal Room
Attn: Matthew Raible (3805R)

All requests received will be confirmed by telephone call by Mr. Raible to the company's point of contact stated in the request.

L.15 QUALITY ASSURANCE MANAGEMENT PLAN

Each bidder, as a separate and identifiable part of its technical proposal, shall submit a hardcopy and electronic copy of their Quality Assurance (QA) management plan setting forth the bidders's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The bidders's general approach for accomplishing the QA specifications in the Statement of Work.

L.16 HISTORICAL DATA

The following information is based on historical data, and the data is provided for information purposes only.

During the past 3 years, the total aggregate dollar value expended on CLP Organic Samples purchases is approximately \$9 million per year.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED

M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 Multiple Awards

The Government intends to award multiple contracts for the same services under this Invitation for Bid. Awards will be made to the lowest priced, responsible bidders. For evaluation purposes only, each bid will be evaluated assuming the maximum quantities stated in Section B of the contract. Each sub-CLIN will be weighted accordingly:

- 7 day delivery - 13%
- 14 day delivery - 18%
- 21 day delivery - 65%
- *72 hour delivery - 1%
- *48 hour delivery- 3%
- *(Added to 14 Day Delivery)

A specified number of contracts has not been pre-determined; the number of contract awards will be based on the following:

1. The Government requires the ability to order up to 3,500 Organic Sample Analyses per month, or 42,000 per year.
2. No single contractor will be awarded a contract which provides for more than 500 samples per month.
3. Awards will be made in accordance with the following process:

a) a total of up to 10,500 samples per year have been set aside for award to the lowest priced, responsible small businesses.

b) evaluate and rank bids separately, from lowest to highest bids.

c) up to a monthly maximum of 3,500 samples, awarded to those lowest bidders who are determined to be responsible.

4. The number of samples awarded to bidders will be based on their technical capacity and the limitations set forth above.

ATTACHMENT 1

SOW EXHIBIT A- SUMMARY OF REQUIREMENTS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 2

SOW EXHIBIT B-REPORTING AND DELIVERABLES REQUIREMENTS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 3

SOW EXHIBIT B-ORGANIC FORMS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 4

SOW EXHIBIT B-DC1-2-FORMS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 5

SOW EXHIBIT C-VOLATILES TARGET COMPOUND LIST AND CONTRACT REQUIRED
QUANTITATION LIMITS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 6

SOW EXHIBIT D-INTRODUCTION TO ANALYTICAL METHODS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 7

SOW EXHIBIT D-PART A- ANALYTICAL METHODS FOR MULTIMEDIA ORGANICS IN
SEMIVOLATILES

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 8

SOW EXHIBIT D-PART B-ANALYTICAL METHODS FOR MULTIMEDIA ORGANICS IN PESTICIDES
AND AROCLORS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 9

SOW EXHIBIT E-CONTRACT LABORATORY PROGRAM QUALITY ASSURANCE MONITORING PLAN

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 10

SOW EXHIBIT F-CHAIN-OF-CUSTODY, DOCUMENT CONTROL AND WRITTEN STANDARD
OPERATING PROCEDURES

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 11

SOW EXHIBIT G- GLOSSARY OF TERMS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 12

SOW EXHIBIT H-DATA DICTIONARY AND FORMAT FOR DATA DELIVERABLES IN COMPUTER
READABLE FORMAT

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 13

SOW APPENDIX A-FORMAT OF RECORDS FOR SPECIFIC USES

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 14

SOW APPENDIX B-MODIFIED ANALYSIS

note: the referenced attachment can be found at:
<http://www.epa.gov/superfund/programs/clp/olm42.htm>

ATTACHMENT 15

PRE-AWARD PERFORMANCE EVALUATION-INSTRUCTIONS

**Instructions for the
Contract Laboratory Program (CLP)
Organic Low/Medium Concentration SOW (OLM04.3)
Pre-Award Performance Evaluation Samples (PA-PESs)**

Note: The enclosed set of OLM04.3 PA-PESs is to be analyzed with the analytical protocols contained in the OLM04.3 Statement of Work (SOW) and according to the instructions provided herein. If any apparent conflict exists between these instructions and the SOW, contact the Contracting Officer (CO). These instructions apply only to OLM04.3 PA-PES samples. No exceptions to the protocol or substitutions, other than those described herein, are allowed without the written permission of the Contracting Officer (CO).

Application: For use with OLM04.3 SOW Pre-Award solicitation.

Caution: Read instructions carefully before opening bottles.

(A) SHIPMENT DESCRIPTION

Contains Methanol
FLAMMABLE LIQUID
POISON

Contains chemicals known or suspected
to have serious human health effects.

Material Safety Data Sheets
available upon request to the CO

Each complete shipment consists of two boxes. All samples within the first box are taped together and surrounded with packing material. The single sample within the second box is contained in a metal canister and surrounded with packing material. Each box contains a Traffic Report (Chain-of-Custody Record) listing all samples. The PESs in each box are identified on the Traffic Report (i.e., "BOX 1" or "BOX 2").

The two boxes are shipped under differing IATA shipping regulations, and one box may arrive before the other. If this situation occurs, please allow an additional 24 hours before contacting the Contracting Officer. The due date for submission of the Complete Pre-Award Performance Evaluation Sample Data Package is 14 days after the last Validated Time of Sample Receipt (VTSR) for these two boxes.

(B) SHIPMENT CONTENTS

Enclosed is one set of OLM04.3 PA-PESs. Immediately inspect the shipment upon arrival at the Validated Time of Sample Receipt (VTSR) and verify that all materials are intact and complete as itemized on the chain-of-custody record. The complete PA-PES set consists of one

water sample and one soil sample.

The water sample consists of three (3) ampules, identified for volatile (VOA), semivolatile (SV), and pesticide/PCB (PEST) analyses, as follows:

Analytical Fraction	Matrix	EPA Sample No.	Ampule Label	# of Ampules
Volatiles	Water	XLMW1	XLMW1 VOA	1
Semivolatiles	Water	XLMW1	XLMW1 SV	1
Pesticides/PCBs	Water	XLMW1	XLMW1 PEST	1

The soil sample consists of two (2) bottles, identified for SV and PEST analyses, as follows:

Analytical Fraction	Matrix	EPA Sample No.	Bottle Label	# of Bottles
Semivolatiles	Soil	XLMS1	XLMS1 SV	1
Pesticides/PCBs	Soil	XLMS1	XLMS1 PEST	1

No ampule or bottle is to be opened until sample preparation/analysis. After inspecting the shipment, transfer the VOA water and PEST water ampules to a refrigerator for storage at 4°C (±2°C) until sample preparation/analysis.

NOTE: The ampules could contain compounds that are light sensitive and should be protected from light during storage.

NOTE: Store the semivolatile PES ampule at room temperature. Recrystallization could occur if refrigerated.

NOTE: A tracking number (e.g., S01234 or TT01234) is present on each ampule and bottle, in addition to the EPA Sample No. Report results in the Complete Pre-Award Performance Evaluation Sample Data Package using the EPA Sample No., not the tracking number.

(C) Breakage or Missing Items

If inspection indicates that the shipment contains any broken, leaking, or missing items including broken seals on any bottle, report the problem within four (4) hours of receipt to the solicitation Contracting Officer (CO), Mr. Thomas Valentino at (202) 564-4522. Requests for additional OLM04.3 PA-PESs made after the four (4) hour deadline will not be honored without written approval from the solicitation CO. All inquiries must be directed to the solicitation CO.

(D) Analysis Requirements

Samples generated from these ampules and bottles are to be analyzed as described in the OLM04.3 SOW with instructions provided herein. The OLM04.3 PA-PESs **must** be analyzed by the offeror's laboratory, with the offeror's analytical equipment, by the offeror's personnel and within the facility where samples will be analyzed if the offeror is awarded a contract. In the event that there are multiple qualified laboratories

that share equipment and/or personnel, the Agency will allow the "sharing" laboratories to submit bids in response to any given solicitation. However, subsequent contract awards to the sharing laboratories, when combined, will not exceed the maximum number of samples that a single laboratory may provide. Subcontracting or outsourcing of OLM04.3 is PROHIBITED and will result in disqualification. Any modification made to the SOW analytical protocol by this instruction package applies to the enclosed OLM04.3 PA-PES set only. No exceptions to the protocol or substitutions, other than those described herein, are allowed without the written permission of the CO. The offerors shall report their analytical results based on the **full volume** samples generated from these PA-PESs. Prepare the samples as directed in Table 1 below, then continue with the analysis as described in the OLM04.3 SOW.

NOTE: There is no requirement to perform the matrix spike and matrix spike duplicate samples.

NOTE: The percent moisture and pH measurements for soil samples are not required, but may be made with the soil remaining after taking aliquots for sample extraction. Zero percent (0%) moisture may be assumed for quantitation purposes.

(E) Generation of Samples for Analysis

The instructions provided below are intended as an aid in preparing samples for analysis. If PA-PESs have been refrigerated, allow bottles to reach ambient temperature before opening to remove amounts for sample generation. Table 1 lists a summary of the required sample preparations. After any required sample dilution, continue with the analysis as described in the OLM04.3 SOW.

General Instructions

Allow PA-PES ampules and bottles to reach ambient temperature before opening and removing amounts for sample generation and analysis. Exercise care in breaking the ampules open to avoid injury. Use volumetric pipets or syringes to transfer each volumetric aliquot of ampulated spiking solution to laboratory reagent water.

TABLE 1 - OLM04.3 PA-PES PREPARATION					
Fraction	Matrix	EPA Sample No.	PA-PES Label	Amount of PA-PES to Dilute	Full Volume of Sample
Volatile	Water	XLMW1	XLMW1 VOA	10 µL	5.0 mL
Semivolatile	Water	XLMW1	XLMW1 SV	1.0 mL	1.0 L
Pesticide/PCB	Water	XLMW1	XLMW1 PEST	1.0 mL	1.0 L
Semivolatile	Soil	XLMS1	XLMS1 SV	n/a	30 g
Pesticide/PCB	Soil	XLMS1	XLMS1 PEST	n/a	30 g

Note: Semivolatile ampules are not identical to pesticide/PCB ampules – extract each sample appropriately. Separate samples must be prepared and extracted for each fraction.

Preparation of Volatile Water PA-PES XLMW1 VOA

The PA-PES ampule, laboratory reagent water, and syringes should be at room temperature (20°C to 25°C).

To begin the analyses, fill a gas-tight syringe with laboratory reagent water and adjust to 5 mL. Carefully open the ampule labeled **XLMW1 VOA** by snapping the top off at the narrow part of the neck. Spike 10 µL of solution from the ampule into the prepared syringe. The sample is ready for analysis. Continue with the volatiles analysis as described in the OLM04.3 SOW. No pH measurement is required.

Preparation of Semivolatile Water PA-PES XLMW1 SV

Allow the PA-PES ampule to reach ambient temperature (20°C to 25°C). Before opening, examine the ampule for the presence of crystals. If crystals have formed, they must be redissolved and the ampule contents mixed by repeatedly inverting prior to opening the ampules – attempt elimination of crystals by shaking, sonicating, or mild warming (30°C to 50°C). Document the presence (if any) and any efforts made to eliminate crystals in the SDG narrative.

To begin the analyses, fill an extraction flask with 1.0 liter of laboratory reagent water. Carefully open the ampule labeled **XLMW1 SV** by snapping the top off at the narrow part of the neck. Using a volumetric pipet or syringe, transfer 1.0 mL of solution from the ampule to the prepared extraction flask. Mix the sample. Adjust the pH according to the OLM04.3 SOW and allow the sample to stand for 10 minutes. The sample is ready for extraction. Proceed with the semivolatiles extraction and analysis as described in the OLM04.3 SOW.

Preparation of Pesticide/PCB Water PA-PES XLMW1 PEST

Allow the PA-PES ampule to reach ambient temperature (20°C to 25°C). Before opening, examine the ampule for the presence of crystals. If crystals have formed, they must be redissolved and the ampule contents mixed by repeatedly inverting prior to opening the ampules – attempt elimination of crystals by shaking, sonicating, or mild warming (30°C to 50°C). Document the presence (if any) and any efforts made to eliminate crystals in the SDG narrative.

To begin the analyses, fill an extraction flask with 1.0 liter of laboratory reagent water. Carefully open the ampule labeled **XLMW1 PEST** by snapping the top off at the narrow part of the neck. Using a volumetric pipet or syringe, transfer 1.0 mL of solution from the ampule to the prepared extraction flask. Mix the sample. Adjust the pH according to the OLM04.3 SOW and allow the sample to stand for 10 minutes. The sample is ready for extraction. Proceed with the pesticides/PCBs extraction and analysis as described in the OLM04.3

SOW.

Preparation of Semivolatile Soil PA-PES XLMS1 SV

Allow the PA-PES bottle to reach ambient temperature (20°C to 25°C). The bottle contains 40 to 50 g of soil. Use 30 g of soil from the bottle labeled **XLMS1 SV** for the sample extraction. Proceed with the semivolatiles extraction and analysis as described in the OLM04.3 SOW.

Preparation of Pesticide/PCB Soil PA-PES XLMS1 PEST

Allow the PA-PES bottle to reach ambient temperature (20°C to 25°C). The bottle contains 40 to 50 g of soil. Use 30 g of soil from the bottle labeled **XLMS1 PEST** for the sample extraction. Proceed with the pesticides/PCBs extraction and analysis as described in the OLM04.3 SOW.

(F) Reporting

The EPA Sample Numbers and the Case Number are provided on the chain-of-custody record, and the EPA Sample Numbers are also provided in Table 1. The SDG Number must be supplied by the laboratory. These numbers (EPA Sample No., Case No., and SDG No.) must appear on all of the raw data and reporting forms wherever they are required. The following information is not required to be recorded on the forms: Lab Code, Contract No., SAS No., and Client No. These items are not applicable to the OLM04.3 PA-PESs.

The Agency will not return the offeror's original data package. We recommend that the offeror retain a copy for their files.

The offeror **must** submit two hard copies of the Complete Pre-Award Performance Evaluation Sample Data Package, to be received by both IT Corporation and DynCorp **within 14 calendar days of VTSR:**

One hard copy of the Complete Pre-Award Performance Evaluation Sample Data Package will be sent to the following address for PA-PES scoring:

**Attn.: Mr. Art Clarke
(Pre-Award OLM04.3)
Materials Document Control Officer
IT Corporation
2700 Chandler Ave, Building C
Las Vegas, NV 89120-4028**

The second hard copy of the Complete Pre-Award Performance Evaluation Sample Data Package will be sent to the following address for scoring under Pre-Award Contract Compliance Screening:

**Attn.: Nazy Abousaeedi
(Pre-Award OLM04.3)
DynCorp I&ET, Inc.**

**2000 Edmund Halley Drive
Reston, VA 20191-3436**

For all inquiries regarding the OLM04.3 solicitation, contact the Contracting Officer (CO), Mr. Thomas Valentino, at (202) 564-4522.

Do not make inquiries to IT Corporation or DynCorp concerning this solicitation.

Pre-Award Performance Evaluation Sample (PA-PES) Data Scoring

The Pre-Award Performance Evaluation includes water and soil PA-PESs supplied by the USEPA to the bidder for analyses. The water and soil sample results are evaluated to provide a single PA-PES score for each bidder.

PA-PES Scoring Algorithm deducts points from 100.0.
Minimum passing score for each bid type = 75.0.

The Prediction Interval (PI) for each analyte will be statistically calculated using only the bidders' analytical data. The PI action limits will be set using the 90% confidence window with the following two conditions:

- If an analyte is added to a sample and is not identified by 40% or more of the bidders, then that analyte is not evaluated in the PES scoring.
- If an analyte is not added to a sample and is identified by 40% or more bidders, then that analyte is not evaluated in the PES scoring.

The Government reserves the right to change the statistical calculation method of any PI or to not utilize a PI (i.e., drop an analyte from scoring) due to unexpected complications with the PA-PES data set. The bidder's analytical PA-PES results will be evaluated and scored using the following scoring algorithm:

$$\text{PA-PES Score} = 100 - (125 * \{ 2A + B + C \} / T) - (2.2 * D)$$

where:

- A = Number of evaluated TCL compounds added to the samples which the bidder did not identify.
- B = Number of evaluated TCL compounds added to the samples which the bidder identified outside the action limits.
- C = Number of evaluated TCL contaminants (compounds not added to the samples) which the bidder quantitated above the OLM04.3 criteria for method blank contamination.
- D = Number of evaluated non-TCL compounds added to the samples which the bidder did not identify (the D term is limited to a maximum deduction of 11 points).
- T = Total number of evaluated TCL compounds added to the samples.

ATTACHMENT 16

ORGANICS PRE-AWARD CONTRACT COMPLIANCE SCORING

DRAFT ORGANIC PRE-AWARD CONTRACT COMPLIANCE SCREENING FOR OLM04.3 SOW

Lab Name: _____ Reviewer: _____
 Lab _____ Date: _____
 Address: _____

SUMMARY OF DATA REVIEW

Total Points for Diskette Structural Review (Part IB)¹	_____	PTS
Points for Volatiles Completeness Review (Part IIA)	_____	PTS
Points for Semivolatiles Completeness Review (Part IIB)	_____	PTS
Points for Pesticides/PCB Completeness Review (Part IIC)	_____	PTS
Total Points for Completeness Review (Parts IIA + IIB + IIC)²	_____	PTS
Points for Volatiles Compliance Review (Part IIIA)	_____	PTS
Points for Semivolatiles Compliance Review (Part IIIB)	_____	PTS
Points for Pesticides/PCB Compliance Review (Part IIIC)	_____	PTS
Total Points for Compliance Review (Parts IIIA + IIIB + IIIC)³	_____	PTS
Final Points (Parts IB + IIA + IIB + IIC + IIIA + IIIB + IIIC)	_____	PTS
Final Score (Final Points ÷ 1500 x 100)⁴	=====	%

Note 1: If the submitted diskette is blank, is not in the specified format, or does not pass any of the major requirements identified in Part IA the laboratory will have two business days from the time of notification to submit a corrected diskette. In lieu of submitting a diskette, the laboratory may submit the corrected information electronically to the contracting officer at the following E-Mail address: Valentino.Thomas@epa.gov. Corrections submitted via diskette or electronically are due at 5:00pm eastern standard time on the second business day. There are no points associated with Part IA.

Note 2: In order for a laboratory to successfully complete Part II of the Organic Low/Medium Concentration Pre-award Contract Compliance Screening (CCS), a minimum of 100 points are required for each analysis fraction (volatiles, semivolatiles, and pesticides/PCB). Failure to obtain the required minimum points for any analysis fraction will result in automatic disqualification of the

laboratory for the CCS requirements.

- Note 3: In order for a laboratory to successfully complete Part III of the Organic Low/Medium Concentration Pre-award Contract CCS, a minimum of 138 points are required for each analysis fraction. Failure to obtain the required minimum points for any analysis fraction will result in automatic disqualification of the laboratory for the CCS requirements.
- Note 4: In order for a laboratory to successfully complete the Organic Low/Medium Concentration Pre-award CCS, a minimum Final Score of 75% is required.

ATTACHMENT 17

PAST PERFORMANCE CLIENT LETTER AND QUESTIONNAIRE

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's IFB No. PR-HQ-02-10708 for CHEMICAL ANALYTICAL SERVICES FOR MULTI-MEDIA; MULTI-CONCENTRATION ORGANICS AND CLASSICAL CHEMISTRY PARAMETERS. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked each bidder to send Past Performance Questionnaires to its customers to complete and send to the Contract Specialist. Please complete the attached Past Performance Questionnaire and fax to (202) 565-2557 or mail to:

U.S. EPA
Attn: Matthew Raible
1200 Pennsylvania Ave NW
Mail Code 3805R
Washington DC 20460

If you are contacted by EPA for information on work we have performed under contract for your company or for clarification of your responses to the questionnaire, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to Matthew A. Raible at (202) 564-0369.

Sincerely,

PAST PERFORMANCE QUESTIONNAIRE**S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N****(TO BE COMPLETED BY BIDDER PRIOR TO MAILING TO REFERENCE)****Name of Bidder:****Contract Number:****Contract Title:****Contract Value:****_____Type of Contract:****Period of Performance:**

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management (including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Customer Satisfaction				
8. Overall Performance				

9. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

10. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

11. Please identify any corporate affiliations with the bidder.

12. Would you do business with this firm again?

13. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

ATTACHMENT 18

MULTIMEDIA ORGANIC VERIFACATION AND CERTIFICATION FORM

Solicitation No. PR-HQ-02-10708 (Organic Verification and Certification Form)

Laboratory Name	
Laboratory address where the PA-PES was analyzed	
Laboratory's Organic equipment manufacturer and serial number	Manufacturer: Serial No.: Manufacturer: Serial No.:
Date(s) listed equipment was delivered and installed on laboratory's premises	Delivery Date: Installation Date: Delivery Date: Installation Date:
List personnel who performed the Organic PA-PES digestion	
List personnel who performed the Organic PA-PES analysis	
Date that Organic PA-PES was received by the laboratory from EPA	
Date that Organic Method Detection Limit (MDL) study performed	

In accordance with 28 U.S.C. § 1746, I certify that the foregoing is true and correct and that I have not been influenced. Executed on _____ (Date).

Name (Printed)

Title